

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHERN DIVISION

IN RE:	§	
	§	CASE NO. 13-81963-JAC11
BELLE FOODS, LLC	§	
	§	CHAPTER 11
DEBTOR.	§	

**OBJECTION TO DEBTOR'S STATEMENT
OF CURE AMOUNTS WITH RESPECT TO
STORE #114 BY HPA ST. FRANCIS, LLC**

Comes now, HPA ST. FRANCIS, LLC, Movant, by and through its attorneys of record, and submits the following Objection Debtor's Proposed Cure Obligations and in support of said Objection Movant states as follows.

BACKGROUND

1. Pursuant to the Notice of Auction Date and Certain Related Deadlines filed by Debtor's on September 6, 2013 (Docket No. 459). Movant provides the following support for the amounts required under 11 U.S.C. §365(b)(1) to cure the defaults under the for Store No., 114, located at Government Street, Mobile, Alabama. The total cure amount is \$7,378.33.

**DEBTOR IS REQUIRED TO CURE THE DEFAULTS AND COMPENSATE FOR
PECUNIARY LOSSES RESULTING FROM THE DEFAULTS**

2. Under 11U.S.C. §365(b)(1), Debtor is required to cure all defaults and compensate for pecuniary losses under the lease. Section 365(b)(1) provides.

If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of the assumption of such contract or lease, the trustee-

- (A) cures, or provides adequate assurance that the trustee will promptly cure, such default...;
- (B) compensate, or provides adequate assurance that the trustee will promptly compensate...for any actual pecuniary loss to such party resulting from such default; and
- (C) provides adequate assurance of future performance under such contract or lease.

ARGUMENT REGARDING CURE AMOUNTS

3. Debtor has defaulted under the Lease by failing to pay a portion of the monthly rental amount as well as pecuniary losses associated with that failure, and for attorney fees incurred in connection with requiring enforcement of the provisions of the Lease. Debtor also owes certain penalties and interest under the terms of the Lease.

4. The Lease requires payment of each of the delinquent amounts.

(a) Basic Rent: Total cure amount for the unpaid Basic Rent is \$900.00.

(b) Attorney Fees and Costs: Due to the filing of this bankruptcy Petition, Movant has had to retain counsel in order to protect its interest and the total anticipated amount for attorney fees and costs associated with the default and this bankruptcy proceeding is no less than \$7,378.33. Movant is entitled to attorney fees and costs under the Lease for recovery of reasonable costs and expenses required to enforce or defend any of the conditions, covenants, right or obligation of the Lease. Movant reserves all rights to increase this amount as costs are incurred in this proceeding.

WHEREFORE, HPA St. Francis, LLC., prays as follows:

- (a) That the cure amount for the Lease for Store No 114 be established by the Court as \$7,378.33.
- (b) For such other and further relief as the Court deems proper under the circumstances.

Dated this 17th day of September, 2013..

/s/ Jackson E. Duncan, III
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Objection has been filed and served via the Court's electronic case filing and noticing system to all registered parties and also served upon the following by first class United States mail, properly addressed with postage prepaid, in this date, September 17, 2013:

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